

**U.S. Department of Housing
and Urban Development**
Office of Public and Indian Housing

**Representations, Certifications,
and Other Statements of Bidders**
Public and Indian Housing Programs

Representations, Certifications, and Other Statements of Bidders

Public and Indian Housing Programs

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1. Certificate of Independent Price Determination

(a) The bidder certifies that--

(1) The prices in this bid have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to (i) those prices, (ii) the intention to submit a bid, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this bid have not been and will not be knowingly disclosed by the bidder, directly or indirectly, to any other bidder or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a competitive proposal solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the bidder to induce any other concern to submit or not to submit a bid for the purpose of restricting competition.

(b) Each signature on the bid is considered to be a certification by the signatory that the signatory--

(1) Is the person in the bidder's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

[insert full name of person(s) in the bidder's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the bidder deletes or modifies subparagraph (a)2 above, the bidder must furnish with its bid a signed statement setting forth in detail the circumstances of the disclosure.

[] [Contracting Officer check if following paragraph is applicable]

(d) Non-collusive affidavit. (applicable to contracts for construction and equipment exceeding \$50,000)

(1) Each bidder shall execute, in the form provided by the PHA/IHA, an affidavit to the effect that he/she has not colluded with any other person, firm or corporation in regard to any bid submitted in response to this solicitation. If the successful bidder did not submit the affidavit with his/her bid, he/she must submit it within three (3) working days of bid opening. Failure to submit the affidavit by that date may render the bid nonresponsive. No contract award will be made without a properly executed affidavit.

(2) A fully executed "Non-collusive Affidavit" [] is, [] is not included with the bid.

2. Contingent Fee Representation and Agreement

(a) Definitions. As used in this provision:

"Bona fide employee" means a person, employed by a bidder and subject to the bidder's supervision and control as to time, place, and manner of performance, who neither exerts, nor proposes to exert improper influence to solicit or obtain contracts nor holds out as being able to obtain any contract(s) through improper influence.

"Improper influence" means any influence that induces or tends to induce a PHA/IHA employee or officer to give consideration or to act regarding a PHA/IHA contract on any basis other than the merits of the matter.

(b) The bidder represents and certifies as part of its bid that, except for full-time bona fide employees working solely for the bidder, the bidder:

(1) [] has, [] has not employed or retained any person or company to solicit or obtain this contract; and

(2) [] has, [] has not paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

(c) If the answer to either (a)(1) or (a)(2) above is affirmative, the bidder shall make an immediate and full written disclosure to the PHA/IHA Contracting Officer.

(d) Any misrepresentation by the bidder shall give the PHA/IHA the right to (1) terminate the contract; (2) at its discretion, deduct from contract payments the amount of any commission, percentage, brokerage, or other contingent fee; or (3) take other remedy pursuant to the contract.

3. Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (applicable to contracts exceeding \$100,000)

(a) The definitions and prohibitions contained in Section 1352 of title 31, United States Code, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The bidder, by signing its bid, hereby certifies to the best of his or her knowledge and belief as of December 23, 1989 that:

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of a contract resulting from this solicitation;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the bidder shall complete and submit, with its bid, OMB standard form LLL, "Disclosure of Lobbying Activities;" and

(3) He or she will include the language of this certification in all subcontracts at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(d) Indian tribes (except those chartered by States) and Indian organizations as defined in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B) are exempt from the requirements of this provision.

4. Organizational Conflicts of Interest Certification

The bidder certifies that to the best of its knowledge and belief and except as otherwise disclosed, he or she does not have any organizational conflict of interest which is defined as a situation in which the nature of work to be performed under this proposed contract and the bidder's organizational, financial, contractual, or other interests may, without some restriction on future activities:

- (a) Result in an unfair competitive advantage to the bidder; or,
- (b) Impair the bidder's objectivity in performing the contract work.

[] In the absence of any actual or apparent conflict, I hereby certify that to the best of my knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement.

5. Bidder's Certification of Eligibility

(a) By the submission of this bid, the bidder certifies that to the best of its knowledge and belief, neither it, nor any person or firm which has an interest in the bidder's firm, nor any of the bidder's subcontractors, is ineligible to:

(1) Be awarded contracts by any agency of the United States Government, HUD, or the State in which this contract is to be performed; or,

(2) Participate in HUD programs pursuant to 24 CFR Part 24.

(b) The certification in paragraph (a) above is a material representation of fact upon which reliance was placed when making award. If it is later determined that the bidder knowingly rendered an erroneous certification, the contract may be terminated for default, and the bidder may be debarred or suspended from participation in HUD programs and other Federal contract programs.

6. Minimum Bid Acceptance Period

(a) "Acceptance period," as used in this provision, means the number of calendar days available to the PHA/IHA for awarding a contract from the date specified in this solicitation for receipt of bids.

(b) This provision supersedes any language pertaining to the acceptance period that may appear elsewhere in this solicitation.

(c) The PHA/IHA requires a minimum acceptance period of [Contracting Officer insert time period] calendar days.

(d) In the space provided immediately below, bidders may specify a longer acceptance period than the PHA's/IHA's minimum requirement. The bidder allows the following acceptance period: calendar days.

(e) A bid allowing less than the PHA's/IHA's minimum acceptance period will be rejected.

(f) The bidder agrees to execute all that it has undertaken to do, in compliance with its bid, if that bid is accepted in writing within (1) the acceptance period stated in paragraph (c) above or (2) any longer acceptance period stated in paragraph (d) above.

7. Small, Minority, Women-Owned Business Concern Representation

The bidder represents and certifies as part of its bid/ offer that it --

(a) [] is, [] is not a small business concern. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding, and qualified as a small business under the criteria and size standards in 13 CFR 121.

(b) [] is, [] is not a women-owned business enterprise. "Women-owned business enterprise," as used in this provision, means a business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.

(c) [] is, [] is not a minority business enterprise. "Minority business enterprise," as used in this provision, means a business which is at least 51 percent owned or controlled by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals. For the purpose of this definition, minority group members are:

(Check the block applicable to you)

- | | |
|------------------------|------------------------------|
| [] Black Americans | [] Asian Pacific Americans |
| [] Hispanic Americans | [] Asian Indian Americans |
| [] Native Americans | [] Hasidic Jewish Americans |

8. Indian-Owned Economic Enterprise and Indian Organization Representation (applicable only if this solicitation is for a contract to be performed on a project for an Indian Housing Authority)

The bidder represents and certifies that it:

(a) [] is, [] is not an Indian-owned economic enterprise. "Economic enterprise," as used in this provision, means any commercial, industrial, or business activity established or organized for the purpose of profit, which is at least 51 percent Indian owned. "Indian," as used in this provision, means any person who is a member of any tribe, band, group, pueblo, or community which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs and any "Native" as defined in the Alaska Native Claims Settlement Act.

(b) [] is, [] is not an Indian organization. "Indian organization," as used in this provision, means the governing body of any Indian tribe or entity established or recognized by such governing body. Indian "tribe" means any Indian tribe, band, group, pueblo, or

community including Native villages and Native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act, which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs.

9. Certification of Eligibility Under the Davis-Bacon Act (applicable to construction contracts exceeding \$2,000)

(a) By the submission of this bid, the bidder certifies that neither it nor any person or firm who has an interest in the bidder's firm is a person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(b) No part of the contract resulting from this solicitation shall be subcontracted to any person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(c) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001.

10. Certification of Nonsegregated Facilities (applicable to contracts exceeding \$10,000)

(a) The bidder's attention is called to the clause entitled **Equal Employment Opportunity** of the General Conditions of the Contract for Construction.

(b) "Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.

(c) By the submission of this bid, the bidder certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The bidder agrees that a breach of this certification is a violation of the Equal Employment Opportunity clause in the contract.

(d) The bidder further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) prior to entering into subcontracts which exceed \$10,000 and are not exempt from the requirements of the Equal Employment Opportunity clause, it will:

(1) Obtain identical certifications from the proposed subcontractors;

(2) Retain the certifications in its files; and

(3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

Notice to Prospective Subcontractors of Requirement for Certifications of Nonsegregated Facilities

A Certification of Nonsegregated Facilities must be submitted before the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Employment Opportunity clause of the prime contract. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

Note: The penalty for making false statements in bids is prescribed in 18 U.S.C. 1001.

11. Clean Air and Water Certification (applicable to contracts exceeding \$100,000)

The bidder certifies that:

(a) Any facility to be used in the performance of this contract [] is, [] is not listed on the Environmental Protection Agency List of Violating Facilities:

(b) The bidder will immediately notify the PHA/IHA Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the Environmental Protection Agency, indicating that any facility that the bidder proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and,

(c) The bidder will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

12. Previous Participation Certificate (applicable to construction and equipment contracts exceeding \$50,000)

(a) The bidder shall complete and submit with his/her bid the Form HUD-2530, "Previous Participation Certificate." If the successful bidder does not submit the certificate with his/her bid, he/she must submit it within three (3) working days of bid opening. Failure to submit the certificate by that date may render the bid nonresponsive. No contract award will be made without a properly executed certificate.

(b) A fully executed "Previous Participation Certificate" [] is, [] is not included with the bid.

13. Bidder's Signature

The bidder hereby certifies that the information contained in these certifications and representations is accurate, complete, and current.

(Signature and Date)

(Typed or Printed Name)

(Title)

(Company Name)

(Company Address)



Memphis Housing Authority

Capital Improvements Department

700 Adams Avenue, Room 107
Memphis, Tennessee 38105-5029

ADDENDUM NO. 1- Revised **Issued: Wednesday, March 16, 2016**

This addendum shall become and form a part of the following solicitation:

Solicitation #: CI 15-B-00334

Construction Services for Exterior Repairs And Renovations At Jefferson Square, Memphis, TN

TO ALL POTENTIAL BIDDERS:

This Addendum, including all articles and corrections listed below, shall become a part of the original solicitation package and shall be taken into account in preparing your bids.

In order to ensure that all bidders are given an equal opportunity to submit a competitive bid, attached is a copy of the Pre-Bid Conference meeting minutes and vendor questions and responses regarding Solicitation #: CI 15-B-00334: Construction Service for Exterior Repairs And Renovations At Jefferson Square, Memphis, TN.

Please acknowledge receipt of this addendum by signing, dating, and including a copy of this addendum in your proposal.

Name of Firm: _____

Signature: _____ Date: _____

Title: _____

MEETING MINUTES

Date: March 16, 2016

To: All Potential Offers

From: Roger Folk, Project Manager, MHA Capital Improvements

**RE: Questions from Pre-Bid meeting and site visits.
Solicitation #: CI 15-B-00334: Construction Services for Exterior Repairs And
Renovations At Jefferson Square, Memphis, TN**

CC: Greg Perry Alternate Contracting Officer
David Walker Procurement Specialist

A Pre-Bid Conference was held at the Memphis Housing Authority Central Office in the Executive Conference Room on March 2 & 3, 2016 at 10:00 a.m. CST regarding Solicitation # CI 15-B-00334 Exterior Repairs And Renovations At Jefferson Square, Memphis, TN. Meeting attendees were as follow.

Moncel Wooten (MW)	Wooten Property Preservation	3/02/2016
Chris Edwards (CE)	Ellendale Electric Co.	3/03/2016
Dan Rokitka (DR)	Ellendale Electric Co.	3/03/2016
Gary Foglesong (GF)	Ambassador Construction	3/03/2016
Chris Hendrix (CH)	Nickson General Contractors	3/03/2016
Wayne Legget (WL)	A & B Construction Co.	3/03/2016
Harold Urban (HU)	Patton & Taylor	3/03/2016
Randy Hood (RH)	Structural Waterproofing Restoration	3/03/2016
Russ Boatwright (RB)	CS3	3/03/2016
Michael Swindle (MS)	MHA – Capital Improvements	3/03/2016
Janet Young (JY)	MHA – Capital Improvements	3/02 & 3/03/2016
Roger Folk (RF)	MHA – Capital Improvements	3/02 & 3/03/2016

1. **RF** – Instructed meeting attendee to sign the meeting attendance sheet.
2. **RF** – Provided a review of the solicitation package.
3. **RF** – Provide a review of the Scope of Work.
4. **RF** – Stated all questions should be submitted in writing and also stated that any answers provided during the Pre-Bid Conference are non-binding.
5. **RF** – Went over the MBE/WBE Participation and the Davis Bacon Wage Determination & Rates.
6. **RF** – Stated that a site visit would follow immediately after pre-bid meeting.
7. **RF** – The deadline for the receipt of questions in Thursday, March 10, 2015 at 2:00 p.m. CST. Bids are due on Thursday, March 24, 2016 at 2:00 p.m. CST. Based upon review and acceptance, we anticipate the bid will be awarded on Friday, April 22, 2016.
8. **RF** – We anticipated to issue a Notice To Proceed on Monday, May 2, 2016.

9. **RF** – This meeting is now concluded, any additional questions may be e-mailed or faxed to the attention of David Bradford; dbradford@ssr-inc.com and fax [901] 683-3900. Please CC Roger Folk at rfolk@mhanewday.com

This addendum consists of **6** attachments:

Changes to Invitation for Bid:

Several questions have arisen that needed to be addressed and in response to those questions we have changed the due dates to this invitation for bid.

1. Bids will be received until 2:00 p.m. Central Time on **Tuesday, March 29, 2016** at the office of the Memphis Housing Authority, Capital Improvements Department, 700 Adams Avenue, Room 107, Memphis, Tennessee 38105, at which time and place all bids will be publicly opened and read aloud. **See Bid Attachment dated March 16, 2016**
2. Replace HUD 5369-C Form in the specification manual with HUD 5369-A Form (Representations, Certifications, and Other Statement of Bidders) **See Attachment**

Questions and Responses:

See Attachment

Changes To Drawings:

1. Replace all 216 balcony lights with Progress Lighting P5674-3030k LED Wall Mount Wet Location.
2. Include Section 10425- Architectural Letters (Attached) in the project manual.
3. Reference Sheet E1.2. Disregard notes 7 & 8. There is NO work being done in these areas.
4. Include Section 03730 – Concrete Rehabilitation **(See Attachment)**
5. On North and South Exterior Faces of the existing building, along Second Floor Line where existing vertical face brick panels adjoin the projecting concrete frame and form a horizontal sill, Contractor to provide a new water table style brick sill with a sloping top and bullnose edge on the existing concrete frame ledge. New brick to extend from line of existing vertical face brick panels and project out beyond line of concrete frame a minimum of ¾” to provide a drip edge. Provide new textured exterior coating finish on this new brick sill per keynote #15 as indicated on drawings A-1 and A-3. Install new bird deterrence spikes on top of this new brick sill.”
6. Reference “Jefferson Square Key Notes” on Architectural sheets. Add the following to key note #4: “Caulk joint line at rear of the balcony floor where it meets the CMU block wall shall be removed and replaced.

7. Reference "Jefferson Square Key Notes" on Architectural sheets. Add the following to key note #5. "Approximately 5,000 sq ft of smooth concrete surface repairs shall be addressed."
8. Reference "Jefferson Square Key Notes" on Architectural sheets. Add the following to key note #7. "Approximately 600 sq ft of concrete panel repairs shall be addressed."
9. Reference "Jefferson Square Key Notes" on Architectural sheets. Add the following to key note #12. "Paint the sides and tops of all doors."
10. Reference "Jefferson Square Key Notes" on Architectural sheets. Add the following to key note #15. "Approximately 5,000 sq ft of brick repairs shall be addressed."
11. Reference "Jefferson Square Key Notes" on Architectural sheets. Delete note #16.
12. Sand blast and paint all PTAC Grilles using Paint Type E-1
13. Reference "Jefferson Square Key Notes" on Architectural sheets. Add the following to key note #6. "Approximately 15 sq ft of concrete block repairs shall be addressed."

Clarifications

1. All prospective bidders are reminded that they shall acknowledge receipt of all addenda by signing, dating and including a copy of the addenda cover page in their bid.

END OF ADDENDUM

ATTACHMENTS

This Addendum consists of **6** attachments:

1. Section 10425 – Architectural Letters
2. Section 03730 – Concrete Rehabilitation
3. Revised Bid Form – Dated March 16, 2016
4. Questions and Answers
5. Representations, Certifications and Other Statements of Bidders HUD 5369-A
6. Pictures of existing balcony doors and weather stripping for allowance #1 on- the Bid Form.

Solicitation# CI 15-B-00334 – Exterior Repairs and Renovations at Jefferson Square

Weather Stripping around existing balcony doors.



Solicitation # CI 15 B 00334: Construction Services For Exterior Repairs and Renovatons
At Jefferson Square, Memphis, TN
February 23, 2016

Memphis Housing Authority
700 Adams Street
Memphis, Tennessee 38105

RE: Solicitation # CI 15 B 00334: Construction Services For Exterior Repairs and Renovations At Jefferson Square (TN 1-18), Memphis, TN

The undersigned, have familiarized himself/herself/themselves with the local conditions affecting the cost of the work, and with the Contract Documents which are on file in the office of the Memphis Housing Authority, hereby proposes to furnish all labor, materials, equipment and services required to undertake the above referenced project in accordance with the Contract Documents. **Please note: MHA reserves the right to award a contract for the base bid OR the bid alternate: MHA also reserves the right to not award a contract for this solicitation.**

Having become completely familiar with local conditions affecting the cost of work at the place where work is to be executed, and having carefully examined the specifications for such work and other related "Contract Documents" entitled Solicitation # CI 15 B 00334: Construction Services for Exterior Repairs and Renovation At Jefferson Square, Memphis, TN, the undersigned hereby agrees to provide all services, labor, and materials required by them to execute all of the work described by the aforementioned documents for the lump price of

Bonds: \$ _____
Permits: \$ _____
Insurance: \$ _____

Screen Doors: \$

The Bidders is to include three [3] allowance amount in the Base Bid for construction services for unforeseen conditions not covered in the Contract Documents. **All unused allowances shall be deducted from the contract value at the conclusion of the project.**

QUESTIONS AND ANSWERS:

1. A new M-1 electrical panel is mention on page E0.2. Are we providing a new panel on this Project? **No, a new panel is NOT part of this project.**
2. Is the EFIS and metal soffit system being installed on all four canopies? **No. The EFIS and metal soffits are only on the Entry Canopy.**
3. Security Doors, Grisham Corporation phone appears to be dead and I tried to request information on their website and that wouldn't go through. Is there another security door company that we can get prices from? **Website address: <http://www.grishambros.com>, email: info@grishambros.com. These doors are also available at Home Depot but any available equivalent door is acceptable. I have included another company; Rusco Manufacturing Inc., www.windowsanddoorsbyrusco.com; Phone # 1-800-787-2620**
4. Windows sill spec 06650, plans show ½" Zodiac but spec state to use ¾" Zodiac. Also this product has 4 pricing tiers that very greatly in cost. Can you narrow the color down, so I can price it better. **Use the ¾" thick material using the higher price paint color.**
5. Textured Paint spec 09830, the spec states that the textured coating is to consist of 4 coats, the manufacturer rep of Sherwin Williams says that this is too many coats. Can you confirm or adjust please? **Bid as specified. The first two coats are the texture, the last two are the acrylic coating.**
6. At the new planter sign A-10/3, New Surface Mounted Architectural Letter refers to spec section 10425. There isn't a section 10425. Can you provide more information for the surface mounted letters? **SEE ATTACHEMENT.**
7. The pipe shield system, is it to hide the drains or protect them? **Yes, the enclosure is meant to hide the piping. The standard plastic enclosure will not withstand the tenant's abuse, so a steel enclosure needs to be used to protect the pipe.**
8. Balcony light fixtures replacement – **See attached addendum**
9. Is there any abatement scope in this work? **NO**

10. Reference A-10: Architectural Letters refer to Spec Section 10425. Reference spec section is not included in the project manual. Please provide. – **See Attached Addendum.**
11. Please confirm satellite dish repair work is included in the Owner's unforeseen allowance. There is not a separate line item listed in Section 01200 Allowances for this work. **The satellites will be removed by the contractor and handed over to the owners. Contractor is responsible providing a new 5 gallon metal bucket (painted), new 2" dia. X 42" long metal pipe (painted) and filling the buckets with concrete to set the metal pipes. TOTAL OF 58 Satellites. See New Bid Form for Allowance to have the satellite dishes connected to the metal pipes by satellite provider.**
12. E1.2 Notes 7 and 8 reference E2.1 respectively. These were not included. Please provide. **See Attached Addendum.**
13. No wage rate is provided for a plumber. Please provide a wage rate for plumber. If no wage rate is known, can a rate of pay be established for equal bidding? **See section Plum0017/ Pipefitter in the wage rate section for the specification manual.**
14. Reference P3.2: No condensate drains are indicated for center section of balconies. Please confirm there is no condensate work in this area. **There are no condensate lines needed for the rear middle balconies.**
15. At the new planter sign A-10/3, New Surface Mounted Architectural Letters refer to spec section 10425. There isn't a section 10425. Can you provide more information for the surface mounted letters? – **See Attached Addendum.**
16. Spalling Concrete at Balcony area's – **See Attachment – Section 03730 – Concrete Rehabilitation**
17. Brick rowlock at first floor offset: **See attached Addendum.**
18. Insulation Spec – Fiberglass? Piping system insulated or not? **The condensate lines do not need to be insulated.**
19. **The BASF Coating system is approved to be bid as equivalent to what is specified.**
20. If the PTAC Grill's aren't prefinished, use Paint Type E-1 to paint them. **This is already listed in the 09900 painting spec. – See Addendum.**
21. **NOTE: Allowance #1: Includes only the material portion (door handles, weather stripping and door sweeps) for balcony doors. Bidders to include their labor, supervision, tool/equip and all necessary installation in their base bid.**
22. Reference "Jefferson Square Key Notes" on Architectural sheets. Delete Key Note #13 from the east and west entrance doors. These are new doors. Key Note #13 only applies to existing doors that will not be replaced. New doors to be completely painted, reference specifications.

Bidding Documents

Solicitation # CI 15 B 00334: Construction Services For Exterior Repairs and Renovations
At Jefferson Square, Memphis, TN
February 23, 2016

BID ITEM THREE (3) - Allowance No. 1 Include \$ 27,000.00 for new door handles, weather stripping and door sweep at balcony doors. **Materials Only.**

BID ITEM FOUR (4) - Allowance No. 2 Include \$ 10,000.00 for the reinstallation of satellite dishes.

BID ITEM FIVE (5) – Allowance No. 3: Include \$ 100,000.00 for unforeseen conditions and Owner's requested changes not included in the Contract Document.

GRAND TOTAL OF BASE BID ITEMS ONE THRU FIVE.

_____ dollars
(\$ _____)

BID ALTERNATE #1: Jefferson Square Exterior Repairs and Renovations, Memphis, TN
Excluding Security Metal Screen Doors.

ALTERNATE BID ITEM ONE (1) – General Conditions:

Bonds: \$ _____
Permits: \$ _____
Insurance \$ _____

SUM OF ALTERNATE BID ITEM # ONE: \$ _____

ALTERNATE BID ITEM TWO (2) Exterior Repairs
And Renovation:

**Exclude Security Metal
Screen Doors:** \$ _____

ALTERNATE BID ITEM THREE (3) – Allowance No. 1: Include \$ 27,000.00 for new door handles, weather stripping and door sweeps at balcony doors.
Materials Only.

ALTERNATE BID ITEM FOUR (4) - Allowance No. 2 Include \$ 10,000.00 for the reinstallation of Satellite dishes.

ALTERNATE BID ITEM FIVE (5) – Allowance # 2: Include 100,000.00 for unforeseen conditions And Owners' request changes not included in the Contract Document.

GRAND TOTAL OF ALTERNATE BID ITEMS ONE THRU FIVE.

_____ dollars
(\$ _____)

The undersigned acknowledges the receipt of the following Addenda and has included them in this bid.

ATTACHMENT A:

Submit additional pricing which shall include all necessary labor, material, equipment, overhead and profit (direct or indirect cost) and supervision for turnkey insulation for any unforeseen conditions.

- A. Brick Repair or Replacement:
\$_____ / sq. Ft. based on 100 extra sq. ft.
- B. Aggregate Repair:
\$_____/ sq. ft. based on 100 extra sq. ft.
- C. Smooth Concrete repair (spalling) Repair:
\$_____ / sq. ft. based on 100 extra sq. ft.

NOTICE TO PROCEED

The undersigned agrees to commence actual work on the site with an adequate force & equipment within ten [10] days of the date of "Notice to Proceed."

CONSTRUCTION TIME

The undersigned agrees to complete all of the work described by the aforementioned "Contract Documents" within Two Hundred and Twenty (230) calendar day of the "Notice to Proceed".

LIQUIDATED DAMAGES

The undersigned agrees to pay, as liquidated damages, the sum of \$386.00 per day per uncompleted contracting beginning day one after completion date.

PERFORMANCE & PAYMENT BOND

For bids greater than \$25,000.00, upon receipt of a written acceptance of this bid, Bidder shall deliver performance & payment bond in accordance to HUD 5369 [10/02], "Instructions to Bidders for Contracts, Public & Indian Housing Programs, page 3, clause 10.

BID BOND

For bids greater than \$25,000.00, the bid bond or security attached in the sum of _____ dollars [\$_____] is to become the property of the Owner in the event of the that the Contract and bond are not executed with the time set forth, as liquidated damages for the delay and additional expense to the Owner, who is entitled to the difference between the amount of this bid and the amount for which a contract for the work is subsequently executed. The check shall be made payable to the Memphis Housing Authority.

PAYMENT

Payment at the lump sum price bid herein shall include Exterior Repairs and Renovations at Jefferson Square; pressure washing, painting, ptac plumbing lines, exterior lighting, windows, building sign and all items associated with said repairs and renovations for Solicitation CI 15-B-

Bidding Documents

Solicitation # CI 15 B 00334: Construction Services For Exterior Repairs and Renovations
At Jefferson Square, Memphis, TN
February 23, 2016

00334. Additional items included herewith as appurtenant and incidental to these work items are equipment rental, fees, permitting and/or off-site disposal of all demolition debris.

SUBMITTED BY: _____ DATE: _____
[Signature]

NAME & TITLE: _____
[Please print]

Bidding Documents

Solicitation # CI 15 B 00334: Construction Services For Exterior Repairs and Renovations
At Jefferson Square, Memphis, TN
February 23, 2016

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned,

_____, AS PRINCIPALS,

and

_____, AS SURETY

are held and firmly bound unto the Memphis Housing Authority hereinafter called the
"AUTHORITY," in the penal sum of:

_____ DOLLARS,

lawful money of the United States, for the payment of which sum will and truly to be made, we
bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and
severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the
accompanying bid, dated _____, 20____, for the:
Exterior Repairs and Renovations at Jefferson Square, Memphis, TN

NOW, THEREFORE, if the Principal shall not withdraw said bid within the period specified therein
after the opening of the same, or, if no period be specified, within **sixty (60) days** after the said
opening, and shall within the period specified therefore or, if no period specified within ten (10)
days after the prescribed forms are presented to him/her for signature, enter into a written
contract with the Authority in accordance with the bid as accepted, and give bond with good and
sufficient surety or sure ties, as may be required, for the faithful performance and proper
fulfillment of such contract; or in the event of the withdrawal of said bid within the period
specified, or in the failure to enter into such contract and give such bond within the time
specified, if the Principal shall pay the Authority the difference between the amount specified in
said bid and the amount for which the Authority may procure the required work or supplies or
both, if the latter amount be in excess of the former, then the above obligation shall be void and
of no effect, otherwise to remain in full force and virtue.

IN THE WITNESS WHEREOF, the above-bounded parties have executed this instrument under
their several seals this _____ day of _____, 20____, the name and
corporate seal of each corporate party being hereto affixed and these presents duly signed by its
undersigned representative, pursuant to authority of its governing body.

IN THE PRESENCE OF:

_____ (SEAL)

Principal

Address

_____ (SEAL)

Principal

Bidding Documents

Solicitation # CI 15 B 00334: Construction Services For Exterior Repairs and Renovations
At Jefferson Square, Memphis, TN
February 23, 2016

Address

(SEAL)

Surety

Address

To all prospective bidders:

The undersigned, have familiarized himself/herself/themselves with the local conditions affecting the cost of the work, and with the Contract Documents which are on file in the office of the Memphis Housing Authority, hereby proposes to furnish all labor, materials, equipment and services required to undertake the above referenced project in accordance with the Contract Documents for the:

Attached hereto and included in this bid for **Exterior Repairs and Renovations at Jefferson Square** are the following:

- Bid Form
- Bid Bond
- Representations, Certifications, and Other Statements of Bidders Form (HUD-5369-A)
- Previous Participation Certificate (HUD-2530)
- Qualifications Questionnaire
- Non-Collusion Affidavit
- Debarment and Suspension Certification
- Equal Opportunity Certification
- Drug Free Workplace Certification
- Section 3 Business Self-Certification
- List of Proposed MBE/WBE Subcontractors and Sub-Consultants

NOTE: Penalty for making false statements herein is prescribed in 18 USC 1001.
Failure to submit any or all of above documents may result in rejection of the bid.
Section 3 Action Plan and Financial Documents shall be submitted within two (2) working days of request by MHA.

Date _____, 20____

Signature

Bidder

By

Title

Bidding Documents

Solicitation # CI 15 B 00334: Construction Services For Exterior Repairs and Renovations
At Jefferson Square, Memphis, TN
February 23, 2016

Official Address:

Bidder

Street

City

State

Zip

Phone Number : (_____) _____

The above bidder is an ☐ individual; ☐ corporation; ☐ partnership; ☐ joint venture consisting of _____ ☐ licensed to do business in the State where the project is located.

SECTION 03730 - CONCRETE REHABILITATION

PART 1 - GENERAL

1.01 SUMMARY

- A. This specification describes the patching of exterior horizontal, vertical or overhead surfaces with a polymer-modified, portland cement mortar. Refer to the drawings and the Appendix to the Project Manual for the areas to be patched.

1.02 QUALITY ASSURANCE

- A. Manufacturing qualifications: The manufacturer of the specified product shall be ISO 9001 certified and have in existence a recognized ongoing quality assurance program independently audited on a regular basis.
- B. Contractor qualifications: Contractor shall be qualified in the field of concrete repair and protection with a successful track record of 5 years or more. Contractor shall maintain qualified personnel who have received product training by a manufacturer's representative.
- C. Install materials in accordance with all safety and weather conditions required by manufacturer or as modified by applicable rules and regulations of local, state and federal authorities having jurisdiction. Consult Material Safety Data Sheets for complete handling recommendations.

1.03 DELIVERY, STORAGE, AND HANDLING

- A. All materials must be delivered in original, unopened containers with the manufacturer's name, labels, product identification, and batch numbers. Damaged material must be removed from the site immediately.
- B. Store all materials off the ground and protect from rain, freezing or excessive heat until ready for use.
- C. Condition the specified product as recommended by the manufacturer.

1.04 JOB CONDITIONS

- A. Environmental Conditions: Do not apply material if it is raining or snowing or if such conditions appear to be imminent. Minimum application temperature 45°F (7°C) and rising.
- B. Protection: Precautions should be taken to avoid damage to any surface near the work zone due to mixing and handling of the specified material.

1.05 SUBMITTALS

- A. Submit five (5) copies of manufacturer's literature, to include: Product Data Sheets, and appropriate Material Safety Data Sheets (MSDS).

1.06 WARRANTY

- A. Provide a written warranty from the manufacturer against defects of materials for a period of one (1) year, beginning with date of substantial completion of the project.

PART 2 - PRODUCTS

2.01 MANUFACTURER

- A. **SikaTop 122 Plus**, as manufactured by Sika Corporation, is considered to conform to the requirements of this specification for patching exterior horizontal surfaces.
- B. **SikaTop 123 Plus**, as manufactured by Sika Corporation, is considered to conform to the requirements of this specification for patching exterior overhead and vertical surfaces.
- C. Comparable polymer-modified, Portland cement mortars if approved as an equal by the Engineer.

2.02 MATERIALS

A. Polymer-modified Portland cement mortar for horizontal application:

- 1. Component A shall be a liquid polymer emulsion of an acrylic copolymer base and additives.
 - a. pH: 4.5-6.5
 - b. Film Forming Temperature: 73°F max.
 - c. Tear Strength: 950-psi min.
 - d. Elongation at Break: 500% min.
 - e. Particle Size: less than 0.1 micron
- 2. Component A shall contain an organic, penetrating corrosion inhibitor which has been independently proven to reduce corrosion in concrete via ASTM G3 (half-cell potential tests). The corrosion inhibitor shall not be calcium nitrite, and shall have a minimum of 5 years of independent field testing to document performance on actual construction projects.
- 3. Component B shall be a blend of selected portland cements, specially graded aggregates, admixtures for controlling setting time, water reducers for workability, and an organic accelerator.
- 4. The materials shall be non-combustible, both before and after cure.
- 5. The materials shall be supplied in a factory-proportioned unit.
- 6. The polymer-modified, Portland cement mortar must be placeable from 1/8" to 1" in depth per lift for horizontal applications.

B. Polymer-modified Portland cement mortar for overhead and vertical application.

- 1. Component A shall be a liquid polymer emulsion of an acrylic copolymer base and additives.
 - a. pH: 4.5-6.5
 - b. Film Forming Temperature: 73°F max.
 - c. Tear Strength: 950-psi min.
 - d. Elongation at Break: 500% min.
 - e. Particle Size: less than 0.1 micron
- 2. Component A shall contain an organic, penetrating corrosion inhibitor which has been independently proven to reduce corrosion in concrete via ASTM G3 (half-cell potential tests). The corrosion inhibitor shall not be calcium nitrite, and shall have a minimum of 5 years of independent field testing to document performance on actual construction projects.
- 3. Component B shall be a blend of selected Portland cements, specially graded aggregates, admixtures for controlling setting time, water reducers for workability and an organic accelerator.

- 4 The materials shall be non-combustible, both before and after cure.
- 5 The materials shall be supplied in a factory-proportioned unit.
- 6 The polymer-modified, Portland cement mortar must be placeable from 1/8" to 1-1/2" in depth per lift for vertical applications and 1/8" to 1" in depth for overhead applications.

- C. Polymer-modified Portland cement concrete: Aggregate shall conform to ASTM C-33. The factory proportioned unit shall be extended with 42-lb. max. of a 3/8 in. (no. 8 distribution per ASTM C-33, Table II) clean, well-graded, saturated surface dry aggregate, having low absorption and high density. Aggregate must be approved for use by the Engineer.

2.03 PERFORMANCE CRITERIA

- A. Typical Properties of the mixed polymer-modified, Portland cement mortar for horizontal application:

1. Working Time: Approximately 30 minutes
2. Finishing Time: 50 - 120 minutes
3. Color: concrete gray when mixed

- B. Typical Properties of the cured polymer-modified, Portland cement mortar for horizontal application:

1. Compressive Strength (ASTM C-109 Modified)
 - a. 1 day: 3000 psi min. (20.7 MPa)
 - b. 7 day: 5500 psi min. (37.9 MPa)
 - c. 28 day: 7000 psi min. (48.3 MPa)
2. Flexural Strength (ASTM C-293) @ 28 days: 2000 psi (13.8 MPa)
3. Splitting Tensile Strength (ASTM C-496) @ 28 days: 750 psi (5.2 MPa)
4. Bond Strength (ASTM C-882 Modified) @ 28 days: 2200 psi (15.2 MPa)
5. The Portland cement mortar shall not produce a vapor barrier.
6. Density (wet mix): 136 lbs. / cu. ft. (2.18 kg/l)
7. Permeability - AASHTO T-277 @ 28 days Approximately 500 Coulombs

- C. Typical Properties of the mixed polymer-modified, Portland cement mortar for overhead and vertical application:

1. Working Time: Approximately 15 minutes
2. Finishing Time: 20 - 60 minutes
3. Color: concrete gray

- D. Typical Properties of the cured polymer-modified, Portland cement mortar for overhead and vertical application:

1. Compressive Strength (ASTM C-109 Modified)
 - a. 1 day: 3500 psi min. (24.1 MPa)
 - b. 7 day: 6000 psi min. (44.8 MPa)
 - c. 28 day: 7000 psi min. (48.3 MPa)
2. Flexural Strength (ASTM C-293) @ 28 days: 2000 psi (13.8 MPa)
3. Splitting Tensile Strength (ASTM C-496) @ 28 days: 900 psi (6.2 MPa)

4. Bond Strength (ASTM C-882 Modified) @ 28 days: 2200 psi (15.2 MPa)
5. The Portland cement mortar shall not produce a vapor barrier.
6. Density (wet mix): 132 lbs. / cu. ft. (2.2 kg/l)
7. Permeability - AASHTO T-277 @ 28 days Approximately 500 Coulombs

Note: Tests above were performed with the material and curing conditions @ 71°F – 75°F and 45-55% relative humidity.

PART 3 - EXECUTION

3.01 SURFACE PREPARATION

- A. Areas to be repaired must be clean, sound, and free of contaminants. All loose and deteriorated concrete shall be removed by mechanical means. Mechanically prepare concrete substrate to obtain a surface profile of +/- 1/16" (CSP 5 or greater as per ICRI Guidelines) with a new exposed aggregate surface. Area to be patched shall not be less than 1/8" in depth.
- B. Where reinforcing steel or embedded structural steel with active corrosion is encountered, mechanically clean to remove all contaminants and rust. Prime steel with 2 coats of Sika Armatec 110 EpoCem as directed by manufacturer.
- C. The Engineer shall confirm the amount of concrete that is to be replaced and if it exceeds the total volume noted in the documents he will authorize the installation of additional patch material utilizing the unit price for the removal and installation of the additional material from the allowance described in Section 01200.

3.02 MIXING AND APPLICATION

- A. Mechanically mix in an appropriate sized mortar mixer or with a Sika mud paddle and low speed (400-600 rpm) drill. Pour approximately 4/5 gal Component A into the mixing container. Add Component B while continuing to mix. Mix to a uniform consistency for a maximum of three minutes. Add remaining Component A to mix for desired consistency. Should smaller quantities be needed, be sure the components are measured in the correct ratio and that the Component B is uniformly blended before mixing the components together. Mix only that amount of material that can be placed in the working time stated by the manufacturer. Do not retemper material.
- B. Mixing of polymer-modified Portland cement concrete: Pour all (1-gallon) of Component A into the mixing container. Add Component B while continuing to mix. Add cement amount of the pre-approved coarse aggregate and continue mixing to a uniform consistency. Mixing time should be 3 minutes maximum.
- C. Placement Procedure: At the time of application, the substrate shall be saturated surface dry with no standing water. Mortar must be scrubbed into substrate filling all pores and voids. While the scrub coat is still plastic, force material against edge of repair, working toward center. If repair area is too large to fill while scrub coat is still wet use Sika Armatec 110 EpoCem in lieu of scrub coat. After filling, consolidate then screed. Allow mortar or concrete to set to desired stiffness then finish to match surrounding finish. In vertical areas of repair where the depth of the repair area to sound concrete is greater than 1-1/2", the repair shall be made in lifts of 1-1/2" maximum thickness. In horizontal areas where the depth of the repair is less than 1-inch the repair shall be made with polymer-modified Portland cement mortar. In areas where the depth of the repair is greater than 1 inch, the repair shall be made with polymer-modified Portland cement concrete. The top surface of each lift shall be

scored to produce a rough surface for the next lift. The preceding lift shall be allowed to reach final set before applying fresh material. The fresh mortar must be scrubbed into the preceding lift.

- D. As per ACI recommendations for Portland cement concrete, curing is required. Moist cure with wet burlap and polyethylene, a fine mist of water or a water-based* compatible curing compound. Moist curing should commence immediately after finishing and continue for 48 hours. Protect newly applied material from rain, sun, and wind until compressive strength is 70% of the 28-day compressive strength. To prevent from freezing cover with insulating material. Setting time is dependent on temperature and humidity.

*Pretesting of curing compound is recommended.

- E. Adhere to all procedures, limitations and cautions for the polymer-modified portland cement mortar in the manufacturers current printed technical data sheet and literature.

3.03 CLEANING

- A. The uncured polymer-modified portland cement mortar can be cleaned from tools with water. The cured polymer-modified portland cement mortar can only be removed mechanically.
- B. Leave finished work and work area in a neat, clean condition without evidence of spillovers onto adjacent areas.

END OF SECTION

SECTION 10425
ARCHITECTURAL LETTERS

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Exterior Surface Mounted Building Aluminum Letters.

1.02 SUBMITTALS

- A. Shop Drawings: Submit shop drawings for fabrication and erection of signs.

PART 2 - PRODUCTS

2.01 ACCEPTABLE MANUFACTURERS

- A. Building Signs:
 - 1. Southwell Company
 - 2. OMC Industries

2.02 PRODUCTS

- A. Building Exterior Letters and Logo:
 - 1. Sign Text and Logo: Reference drawings.
 - 2. Constructed of cast aluminum alloy.
 - 3. Letter style as shown on drawings.
 - 4. Fasteners shall be Expansion bolt with rosette type in face brick surface material.
 - 5. Location where shown on drawings.
 - 6. A digital image (in color) of the text and logo will be provided to the manufacturer by the Owner.

PART 3 - EXECUTION

3.01 INSTALLATION

- A. Cleaning and Protection:
 - 1. At completion of the installation, clean soiled sign surfaces in accordance with the manufacturer's instructions. Protect units from damage until acceptance by the Owner.

END OF SECTION